



UNITED FARM WORKERS of AMERICA AFL-CIO

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April 21, 1980

Mr. David Burciaga, Director
Department of Negotiations, U.F.W.
P. O. Box 62
La Paz, Keene, Ca 93531

Dear David,

The Ranch Committee at Freedman/Travertine (including Armando Sanchez, President; Carlos Ortiz, Vice President; Doug Adair, Secretary; and Alfonso Sanchez, 2nd Vocal), along with stewards Isidro Alonzo and Alfredo Tijerina met on Sunday, April 20, and reached agreement on a majority of the clauses in the contract. We hope to have our position or proposals on most of the other clauses by the end of the week. We hope this will give you a start on the work to be done.

We still do not have copies of various contracts we would like to study (including the new vegetable agreements and a Delano grape contract) and are lacking information on the pension plan which we would want before deciding on that issue. If you could help us get some of this, we would appreciate it. Also keep us posted on what information you have requested or received from the company as far as production records are concerned. We don't want to go asking them for information they have already provided to you.

Also please let us know who will be doing the negotiations and what their (or your?) schedule will be. If there is to be no one on the scene to coordinate negotiations, we will have to work out something with the other committees to insure a coordinated approach.

Again, our thanks for your help.

Viva la Causa,

Doug Adair, Secretary
Freedman/Travertine Ranch Committee
United Farm Workers, AFL-CIO

1.

CONTRACT PROPOSALS

David Freedman/Travertine Ranch Committee proposals for contract beginning June 10, 1980:

Article #1, Recognition:

Section A: delete the following words: "office and sales employees."

Committee position is that state law (AIRB) determines unit. Committee favors negotiating for two groups of workers presently outside the unit who may be eligible, non-confidential clerical workers and packing shed employees. The company also hires a contractor with a small crew to make boxes (though this involves special machines which are apparently owned by the contractor). Committee will need further research, information on these employees, present benefit levels, and attitudes towards the union. Workers presently employed in "repacking" in the shed are half in the unit (taken from the crews), half outside.

Article #2, Union Security:

Section A: Change references to "five (5) continual days" to "three (3) continual days."

Section C: No change in wording, but committee would like understanding that C.P.D. deduction authorizations are good for the life of the contract.

Article #3, Hiring: Pending...

Article #4, Seniority: Pending...

Article #5, Grievance and Arbitration: Pending...

Article #6, Discipline and Discharge:

Section B: Delete "Provided, however, ...contemplated action."

Section A, C: Committee prefers the spanish wording causa justificada rather than "causa justa."

Feeling is on section B change that workers in isolated ranches need protection of a steward being present for discipline or discharge. Supervisor Manuel Aguilar has been known to become inebriated, harass workers at Wonder Palms ranch. A special concern to irrigators and steadies.

Article #7, Access:

No Change.

Article #8, New or Changed Operations:

No Change.

(One potential problem with this clause is that nowhere in the contract is there any job description of any job category. Company can/does claim that "general labor" or "vineyard repair" covers everything.

2.

Article #9, Leaves of Absence: Pending...

Article #10, Maintenance of Standards:

No Change.

Only recurring problem for which this clause is not adequate is the deteriorating conditions of the camp and housing, but the problem lies in the language of Article #9.

Article #11, Supervisory and Bargaining Unit Work:

No Change

Article #12, Worker Security:

No Change

Article #13, Records, Pay Periods:

No Change

Article #14, Health & Safety:

Section H-1: Add: "For tractor application of agricultural chemicals, the company will provide tractors with enclosed cabins, properly heated, cooled, and ventilated, to protect applicators of the chemicals from wind-blown or drifting chemicals."

Committee notes that various local companies have such tractors, which offer the worker far better protection than goggles/clothing, etc. At a minimum, we would like the company to agree that when replacing present tractors, it buys tractors with cabins for the spraying.

Article #15, Union Label:

No Changes

Article #16, No Discrimination:

No Changes

Article #17, Bulletin Boards:

No Changes

Article #18, Income Tax Withholding:

No Changes

Article #19, Credit Union:

No Changes

Article #20, Locations:

No Changes

Article #21, Sub-Contracting:

Section C: add words "in writing," so that it reads, "Company will notify the Union in advance in writing..."

Committee probably missed a grievance over a crew used to install drip irrigation, their equipment being shovels, because of confusion, lack of prompt knowledge of what was being done.

3.

Article #22, Modification:

No changes

Article #23, Savings Clause:

Section B: add, "In the event that new legislation or regulations such as wage price controls negate any section or provisions of this contract, the parties agree to renegotiate said clauses in compliance with said laws and/or regulations."

For obvious reasons... such controls may or may not come, may or may not exclude agriculture. Be prepared.

Article #24, Successor Clause:

No changes

Article #25, Family housing:

Delete.

Committee feels this is a worthless clause, an insult to the workers, since neither the union nor the company are doing anything in this area.

Article #25-A, No Strike: Pending...

Committee's position at present is initially ask to delete this clause. Committee is working on acceptable alternate language.

Article #26, Management Rights: Pending...

(Committee's concern is primarily with abuse of right to transfer; is working on language).

Article #27; Mechanization:

No changes

Article #28, Hours, Overtime: Pending...

Article #29, Reporting and Standby Time:

Section A: delete words "for reasons other than an Act of God," and the final sentence, "The term Act of God...of grape."

This clause is very important to Freedman workers, many of whom come from the Imperial Valley on a daily basis, have often invested \$4 or more in gas and ride, \$5 in baby sitter, lost time... a big investment before ever starting work. Easy enough for the company to advise people on the radio that there is no work.

Article #30, HOLIDAYS

Section A: add "Christmas, New Years Day, Easter, July 4."

Section B: add "and, if his/her crew is working," before final wording, "must work the scheduled workdays both immediately before and after the holiday."

Section C: Substitute "Memorial Day, Founders' Day" for "Christmas, New Year's Day."

Section E: add, "Upon presentation to his/her foreman of identification with proof of date of birth, a worker will be eligible for a paid holiday on his or her birthday, providing that the worker worked at least five (5) days during the two (2) payroll periods immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays immediately before

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and after the holiday."

This clause will obviously need a lot of negotiating. The Committee feels a minimum would be Christmas and New Years, which would be the first holidays to hit the regular (pruning) crews. At present, no holidays fall during either the pruning, thinning, or harvest season.

Seniority changes are needed because:

1. In 1977, the company laid off most of the vineyard repair crew just before Thanksgiving, didn't pay them the holiday, because the day before Thanksgiving was a scheduled work day, but not for those just laid off.

2. In 1980, company scheduled work the days before Washington's birthday in spite of steady rain; some crews did work, some didn't, so again, it was a scheduled work day but only those who came got holiday pay.

3. If we got Christmas and New Years, it would be possible for the company to put on more people, finish perlette pruning before Christmas, and lay off workers until after New Years. Some Valley companies do this. Piece rate incentive and speedup in 1977-1978 season in pruning resulted in layoff before Christmas because perlette pruning was finished so quickly.

*Committee is open to language suggestions if our proposals are not adequate.

For the birthday pay proposal, if we do not get anything for the thinning and harvest crews, this might be a way of getting some holiday pay into thinning and harvest crews. Clause might read straight time and a half or double time, or the day off with pay. It would be an extremely well publicized union benefit, workers hitting up birthday worker for drinks and sodas, joking, kidding, everyone would know about it. No way of computing cost to company. May seem like a joke, but is a very good idea, worth rushing.

Article #31, C.P.D.

No changes

Committee would like authorization cards good for life of contract.

Article #32, R.F.K., Pending...

(Confused as to why we wanted #32 and #34 pending, but did want to discuss new rates and penalty clauses for late payment. We understand some companies are late in paying, and workers with hours are thus not eligible for benefits, with no way of knowing until they try to collect).

Article #33, Pensions: Pending...

We are awaiting information from La Paz.

There is also concern that most Freedman workers will not be eligible for this plan. The majority of Freedman workers and thinning and harvest workers, averaging about 100 hours in the thinning and 200 hours in the harvest, probably 500 workers in the 300-400 hour a year range; and many of these work a year or so at freedman, move on, or come and go.

About 400 workers work in the pruning (and tying) as well. This core of regular workers (almost all of whom also work in the thinning and harvest) will get about 350-450 hours in the winter, will hit about 800-900 hours in a year. But again, there is a turnover of about 50%, even in the pruning.

High seniority workers (steadies, vineyard repair) number fewer

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than 200, have in the past few years had fairly steady work from November through July, already get vacations and holidays (which no one else on the ranch gets). Almost all workers with 5 or more years with the company are in this group. Some Valley crane companies (ie. Beckman & Bender) have only one or two workers in this category.

If the huge majority of Freedman workers have no chance of receiving any pension benefits, there is some feeling that it would be more fair to put this money directly into the workers' pockets. We are not inclined to support a program in which crew workers support yet another benefit for the steadies, though of course would not be opposed to those with a chance for a pension contributing voluntarily. But all of this is speculation. At present we have no information on which to base a decision.

Article #34, M.L.K.: Pending...
(Same reasons as for R.F.K.)

Article #35, Jury Duty:
No Changes

Article #36, Rest Periods:
Change "ten (10) minutes each" to "fifteen (15) minutes each."

Article #37, Injury on the Job:
No changes

Article #38, Vacations, Pending...

Article #39, Camp, Housing: Pending...

Article #40, Duration: Pending...

Appendixes, Side Letters: Pending...